Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		6.2.3 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications. **6.2.4 BellSouth/Verizon shall use its best efforts to provide to MCIm information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCIm ("Request"). Within such time period, BellSouth/Verizon shall send written confirmation of availability of the Dark Fiber ("Confirmation"). BellSouth/Verizon shall hold such requested Dark Fiber for MCIm's use for ten (10) business days from MCIm's receipt of Confirmation and may not allow any other party to use such media, including BellSouth/Verizon. BellSouth/Verizon shall provide Dark Fiber on a first come, first served basis.** **6.2.5 BellSouth/Verizon shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth/Verizon is wanted for use by MCIm. BellSouth/Verizon shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCIm shall notify BellSouth/Verizon which point(s) it desires to use.** **6.3 Additional Requirements for Dark Fiber** **6.3.1 BellSouth/Verizon shall provide MCIm with the most recent test records it has, if any, for Dark Fiber that MCIm plans to use. If BellSouth has no test records, at MCIm's request, BellSouth/Verizon shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCIm's intended transmission wavelength. BellSouth/Verizon shall not warrant the accuracy of its estimate. If BellSouth's/Verizon's estimate of transmission loss exceeds MCIm's specifications, MCIm shall have the option of performing its own tests prior to purchase of the Dark Fiber.** **6.3.2 MCIm may splice at the end points and test Dark Fiber obtained from BellSouth/Verizon using MCIm or third party personnel. For connections at a splice point, BellSouth/Verizon shall uncoil existing fiber**	**point by installing a fiber jumper.** **7.2.2 **CLEC may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and **CLEC may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to **CLEC.** **7.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).** **7.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.** **7.2.5 At the Customer premise, unused fibers are not available to **CLEC pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to **CLEC.** **7.2.6 Dark Fiber will be offered to **CLEC in the condition that it is available in Verizon's network at the time that **CLEC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for **CLEC's use.** **7.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to **CLEC as Dark Fiber.** **7.2.8 **CLEC shall be responsible for providing all**

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		a minimum of 25 feet from the manhole to allow MCIm to splice the fiber. **6.4 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth/Verizon on a case by case basis. BellSouth/Verizon is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.** **6.4.1 If deployed in BellSouth's/Verizon's network, on a case by case basis, BellSouth/Verizon may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the Parties. For WDM applications, BellSouth/Verizon shall provide to MCIm an interface to an existing WDM device or allow MCIm to install its own WDM device (where sufficient system loss margins exist or where MCIm provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.**	**transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.** **7.2.9 **CLEC may not resell Dark Fiber purchased pursuant to this Attachment to third parties.** **7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit **CLEC to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:** **7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and** **7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.** **7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as a carrier of last resort.** **7.2.11 **CLEC may not reserve Dark Fiber.** **7.2.12 **CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of **CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber ; (c) installation of fiber optic transmission**

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting **CLEC's collocation arrangements with any proper optical cross connects or other equipment that **CLEC needs to access Dark Fiber before it submits an order for such access. **7.3 Dark Fiber Interoffice Facilities (IOF).** **The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a **CLEC central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.** **7.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified , Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.** **7.5 **CLEC shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.** **7.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties**

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			agree to negotiate for possible alternative arrangements.
	Dark Fiber. Does Verizon have the obligation to make unused transmission media (i.e., spare conductors) available to AT&T and, if so, how is that obligation fulfilled?	Adopt the terms proposed by AT&T in Section 11.2.15 (Agreed to language in standard font, AT&T proposed terms italicized): **11.2.15 Unused Transmission Media** **11.2.15.1** Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to AT&T access to unbundled **Unused Transmission Media** *(as such term is hereinafter defined)* in accordance with, and subject to, the terms and provisions of this Section 11.2.15 and the rates set forth in Exhibit A. "**Unused Transmission Media"** *are deployed physical unused transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable or any other transmission conductor that can be used to provide the functionality described as interoffice transmission facilities as set forth in FCC Rule 51.319(d)) which is in place in Verizon's network but is not being used to provide service as of the date a request for unused transmission media is made by AT&T. Such unused conductors must be made available to AT&T upon request, without regard to whether the conductor may otherwise be considered part of the Verizon interoffice, feeder or distribution plant. Dark Fiber is capable of carrying optical signals at acceptable levels of error rate and transmission rates. Dark Fiber may be aerial, buried or placed in conduit and may have signal regeneration equipment interspliced at appropriate distances, but which has no line terminating equipment at the end points of the facility span to operationalize its transmission capabilities.* Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to *Unused Transmission Media* in accordance with, but only to the extent required by, Applicable Law. **11.2.15.2** AT&T may access *Unused Transmission Media at any appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) of such Dark Fiber Loop or Dark Fiber IOF. Upon AT&T's request, Verizon will provide AT&T with connection to Unused Transmission Media and will perform all work necessary to facilitate connection of Unused Transmission Media to AT&T facilities. Verizon may not condition availability of Unused Transmission Media to a given location based upon AT&T being*	*11.2.15 Dark Fiber.* *11.2.15.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to AT&T access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.15 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a AT&T central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When AT&T submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.* *11.2.15.2 AT&T may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and AT&T may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. AT&T may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:* *(i) Upon AT&T's request, Verizon will connect a Dark Fiber*

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		collocated at such location. **11.2.15.3** Verizon shall provide access to *Unused Transmission Media* only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities. *However Verizon shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate reasonable AT&T requests.* Verizon may use *Unused Transmission Media* to satisfy Customer orders for fiber related services ~~or for future growth~~, *provided, however, that Verizon shall reserve Unused Transmission Media for AT&T for a period of 90 days after confirmation of a request for such facilities by AT&T. Verizon must disclose such reservation of capacity if AT&T seeks unused transmission capacity between two points where Verizon's reservation of capacity may affect its ability to meet AT&T's request. Before denying AT&T's request, Verizon must (1) demonstrate that the Commission has declared making such capacity available will present an immediate threat to Verizon's ability to serve as the carrier of last resort should the facility in question be made available to AT&T, and (2) there are no technically feasible and cost effective means for increasing the capacity of the facility cross-section to make the requested facility available to AT&T within a reasonable period of time. Should upgrade to the transmission electronics be technically feasible, AT&T may request that such an upgrade be made but shall be charged a proportion of the upgrade not to exceed the proportion of the added capacity that AT&T utilizes. For any unused transmission capacity that Verizon provides to AT&T, Verizon shall not be permitted to reclaim such a facility for its own use until the later of 18 months after it has provided written notice that the facility is required, or 12 months after it has demonstrated to the Commission that it requires the facility to meet its carrier of last resort obligations and that it is technically infeasible to upgrade the transmission electronics to meet its needs.* Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill an AT&T order for *Unused Transmission Media* because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort. **11.2.15.4** Prior to ordering access to *Unused Transmission Media*, AT&T shall make a request to Verizon that Verizon review its existing cable records *and provide to AT&T information regarding the location, availability and performance capabilities of spare Unused Transmission Media facilities*	*Loop to a AT&T collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a AT&T collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.* *(ii) Upon AT&T's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to AT&T collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a AT&T central office to a AT&T collocation arrangement in the Verizon central office and to the fiber distribution frame in the AT&T central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a AT&T collocation arrangement and to the fiber distribution frame in a AT&T central office by installing appropriate cross connections. Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.* *11.2.15.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide AT&T with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for AT&T, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may use Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, and/or to satisfy Customer orders for fiber related services. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a AT&T order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity,*

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		(as the case may be) between points and at capacities specified by AT&T (such a request, a "Dark Fiber Inquiry Request"). Verizon shall provide a single point of contact (SPOC) for answering requests associated with Unused Transmission Media. Verizon shall provide written confirmation of the nature of the requested information to AT&T with an estimate of the mileage of those facilities within five (5) business days for a records-based answer (where the response can be made using existing records) and ten (10) business days for a field-based answer (where the facilities must be inspected to provide a response). To the extent that Verizon must conduct field surveys or other record searches to determine if Unused Transmission Media can be made available, the cost of such activities shall not be charged to AT&T unless Verizon claims and can prove that AT&T has made frivolous requests. AT&T cannot order access to spare facilities until Verizon has notified AT&T that the facilities are available. Within (10) business days of receipt of Verizon's response, AT&T will specify which facilities Verizon should reserve for AT&T's use. Upon receipt of such reservation, Verizon shall reserve such requested Unused Transmission Media for AT&T's use and may not allow any other party to use such media, including Verizon for a period of ninety (90) days. Should AT&T submit an order to Verizon after the ninety (90) day reserve period for access to spare facilities that Verizon has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available. If AT&T does not request an extension of the reservation before expiration, then Verizon may release the facility for other uses. **11.2.15.5** *In response to AT&T's Dark Fiber Inquiry Request* Verizon shall provide to AT&T the following information: (i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to AT&T subject to *the confidentiality provisions of this Agreement* and *AT&T's agreement* to use them for preliminary design purposes only. (ii) A field survey that shows the availability of dark fiber pairs between two *or more* Verizon central offices, between a Verizon central office and an AT&T central office, or between a Verizon end office and the premises of a Customer, *and all other points of access (e.g., manholes),* shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark	*disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.* *11.2.15.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, AT&T shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify AT&T and provide AT&T with an estimate of the mileage of those facilities. AT&T cannot order access to spare facilities until Verizon has notified AT&T that the facilities are available and Verizon does not guarantee or warrant that the facilities will be available when AT&T submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available.* *11.2.15.5 Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to AT&T the following information:* *(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to AT&T subject to the agreement of AT&T, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. AT&T acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to AT&T subject to a negotiated interval.* *(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a AT&T central office, or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair*

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		fiber pair is available and AT&T submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order *after the 90 day reserve period associated with the Dark Fiber Inquiry Request,* and AT&T assumes all risk that the pair will not be available. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges. **11.2.15.6** AT&T shall be solely responsible for determining whether or not the transmission characteristics of *Unused Transmission Media* accommodate the requirements of AT&T. *To the extent splices or signal regeneration equipment exists on the dark fiber, Verizon shall disclose that fact and provide sufficient technical information to permit AT&T to determine if it is technically feasible for its line terminating equipment to interoperate through the splice(s) and or signal regeneration equipment. Such information shall be made available when Verizon replies to AT&T's initial request for use of the Unused Transmission Media. Verizon shall be responsible for providing an excess cable length of twenty five (25) feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.* **11.2.15.7** AT&T acknowledges that Verizon may have to splice the cable sheath of *Unused Transmission Media* to repair and maintain such sheath after AT&T has obtained access to such dark fiber. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on *Unused Transmission Media.* **11.2.15.8** Verizon shall provide AT&T with access to *Unused Transmission Media* in accordance with the following intervals: (i) *Five (5) business days for a records-based answer and ten (10) business days for a field-based answer to perform the Dark Fiber Inquiry Request or twenty (20) business days for a field-based answer if Verizon receives ten (10) such requests for one LATA during the same thirty (30) day period in which Verizon receives AT&T's request(s).* (ii) *Twenty (20)* business days to turn up *Unused Transmission Media.* **11.2.15.9** *Verizon shall be obligated to ensure that Unused*	*is available and AT&T submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and AT&T assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges.* *11.2.15.6 AT&T shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of AT&T (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting AT&T's collocation arrangements with any proper cross connects that AT&T needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.* *11.2.15.7 AT&T acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after AT&T has obtained access to such dark fiber, and AT&T assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.* *11.2.15.8 Verizon shall provide AT&T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:* *Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA.*

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		Transmission Media conform to transmission of communications at speeds and rates that the manufacturer's design specifications indicate are obtainable given the transmission electronics that AT&T attaches to the media, and are at parity with the quality of service that Verizon provides to itself. If such levels of performance are not attained, then AT&T shall have the option of returning the facility to Verizon, without incurring any liability for its use or installation, or requesting that Verizon repair the transmission media at Verizon's expense. If Verizon agrees to repair the facility, then AT&T shall not be liable for any charges until such time as the facility complies with the previously identified standard. If, however, such repairs are not accomplished within ninety (90) days, AT&T may at anytime thereafter cancel the order without any liability. If AT&T subsequently determines that the transmission quality of the unbundled Unused Transmission Media provided by Verizon does not meet these requirements, Verizon shall, at AT&T's request and subject to rates set forth in Exhibit A, retest the fibers to determine db loss. If the results of the test determine that the transmission characteristics of the fiber do not meet Verizon's then-current standards for its own facilities, AT&T may submit a request to Verizon, and Verizon shall undertake to improve the transmission characteristics of the fiber, at no additional cost to AT&T, to a level that meets Verizon's current standard transmission characteristics. The work shall include but not be limited to the following: (i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services. (ii) Clean connectors to remove non-imbedded contaminants. Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of an *Unused Transmission Media* to satisfy the transmission objectives of AT&T for such dark fiber. **11.2.15.10** *AT&T may test Unused Transmission Media leased from Verizon using AT&T or AT&T-designated personnel. Verizon shall provide appropriate interfaces to allow interconnecting and testing of Unused Transmission Media.* Verizon shall repair and maintain *Unused Transmission Media* at the request of AT&T and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by AT&T over such dark fiber, any equipment of AT&T or anything other than the	*requests for one LATA.* *Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.* *11.2.15.9 Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After AT&T has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at AT&T's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:* *(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.* *(ii) Clean connectors to remove non-imbedded contaminants.* *Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of AT&T for such dark fiber.* *11.2.15.10 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of AT&T and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by AT&T over such dark fiber, any equipment of AT&T or anything other than the physical integrity of such dark fiber. AT&T shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. AT&T acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. AT&T accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble*

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		physical integrity of such dark fiber. AT&T shall cooperate with any Verizon effort to repair and maintain *Unused Transmission Media*. AT&T accepts responsibility for initial trouble isolation for *Unused Transmission Media* and for providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment *or Verizon technician error* in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. *All operational support provided by Verizon, including but not limited to maintenance and repair, shall be demonstrated to be nondiscriminatory in comparison to the support Verizon provides to equivalent retail operations (or to other requesting carriers if that is superior) or to mutually agreeable minimum standards of performance. In the event Verizon is not available at the appointed time, or its performance is determined to be discriminatory, Verizon shall pay AT&T the charge set forth in Exhibit A for time associated with said dispatch.* **11.2.15.11** The mileage necessary to calculate the per mile monthly recurring charges for *an Unused Transmission Media inter-office facility* shall be equal to the airline distance between the two ends of such *Unused Transmission Media inter-office facility*, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.	*was not caused by Verizon dark fiber facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon.* *11.2.15.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.*
IV-14	Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?	Attachment III, Sections 4.1 and 4.2 et seq.; 4.8 et seq.; and 6 et seq. **Section 4. Loop and Subloop** 4.1 **Definition.** Loop means a transmission facility between a distribution frame, or its equivalent, in a Verizon central office or wire center, and the loop	UNE Attachment See Verizon contract language, Sections 1.1-1.7, in support of Issue III-6.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		demarcation point at an end-user customer premises, including inside wire owned by Verizon or one of Verizon's Affiliates. The Loop includes all features, functions, and capabilities of this transmission facility including, but not limited to, dark fiber, attached electronics (except those electronics used for provision of advanced services, such as DSLAMs), and line conditioning. When Verizon provides MCIm with a Loop, MCIm will have exclusive use of this Loop element. The Loop may be used to provide modes of transmission that include, but are not limited to, two-wire and four-wire analog voice-grade transmission, and two-wire and four-wire transmission of ISDN, ADSL, HDSL, and DS1, DS3, fiber, and other high capacity signals. 4.2 **Digital Subscriber Line Loops** 4.2.1 **Definitions.** "Digital Subscriber Line" (DSL) refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to, or instead of, normal analog voice service. Whether or not Verizon offers Advanced Services to the customer on a particular Loop, Verizon shall provide DSL Loops as requested by MCIm. "Digital Designed Loops" are comprised of designed loops that meet specific MCIm requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for: [Agreed as to last two sentences] 4.2.1.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap; [Agreed] 4.2.1.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap; [Agreed] 4.2.1.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap; [Agreed] 4.2.1.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap: [Agreed] 4.2.1.5 4W HDSL Loop of less than 12k ft with an option to remove bridged tap; [Agreed] 4.2.1.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		extension electronics; [Agreed] 4.2.1.7 a 2W SDSL Loop with an option to remove bridged tap; and [Agreed] 4.2.1.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; [Agreed] 4.2.2 **Integrated Digital Loop Carrier**. When requested by MCIm, Verizon shall provide Loops provisioned over integrated digital loop carrier (IDLC) by removing the circuit from the IDLC system and placing it onto all-copper facilities to the main distribution frame. Verizon shall not charge MCIm any additional rates for the provisioning of Loops over IDLC, as the costs of such provisioning are included in the recurring rate for the Loop. 4.2.3 When Loops are provided over an IDLC system, Verizon shall permit MCIm, at MCIm's discretion, the ability to collocate DSLAMs or other DSL equipment at the remote terminal where the copper portion of the IDLC-provided Loop terminates. 4.2.4 **Intentionally Left Blank** 4.2.5 **Intentionally Left Blank** 4.2.6 The following ordering procedures shall apply to the DSL Loops and Digital Designed Loops: [Agreed] 4.2.6.1 MCIm shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. [Agreed] 4.2.6.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to MCIm as the process is completed in each Central Office. MCIm must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop.	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		This data base will provide information on whether a loop is qualified for xDSL service, the length of the loop and, if the loop does not qualify for xDSL service, data on why the loop does not qualify (*i.e.*, presence of Digital Loop Carrier, T-1 in the binder group, or load coils). Charges for mechanized loop qualification information are set forth in the Pricing Attachment. [Agreed] 4.2.6.3 If the Loop is not listed in the mechanized database described in this Section [4.2.6.3], MCIm must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The information obtained under a manual loop qualification will generally be of the same type as that which is available under the mechanized loop qualification set forth in Section [4.2.6.2] above. [Agreed] 4.2.6.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), MCIm may request an Engineering Query, as described in Section [4.2.6.6], to determine whether the result is due to characteristics of the loop itself. [Agreed] 4.2.6.5 If MCIm submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If MCIm submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to MCIm with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). [Agreed] 4.2.6.6 Where MCIm has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if MCIm is already aware of	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		the conditioning required (e.g., where MCIm has previously requested a qualification and has obtained loop characteristics), MCIm may submit a service order for a Digital Designed Loop. The results of the Engineering Query can provide the quantity and the locations of load coils, the locations and lengths of bridge taps, as well as actual cable gauges and the length of each gauge. Verizon will undertake to condition or extend the Loop in accordance with this Section [4.2.6] upon receipt of MCIm's valid, accurate and pre-qualified service order for a Digital Designed Loop. [Agreed] 4.2.6.7 Verizon shall make DSL Loops and Digital Designed Loops available to MCIm at the rates as set forth in the Pricing Attachment. [Agreed with respect to Digital Designed Loops] 4.2.7 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by MCIm, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows: [Agreed] 4.2.7.1 Three (3) business days will be required following receipt of MCIm's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order. [Agreed] 4.2.7.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by MCIm. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval. [Agreed] After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals. [Agreed] 4.2.7.3 If MCIm requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If MCIm cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, MCIm shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		MCIm cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, MCIm shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment. [Agreed] 4.2.8 **Access to NIDs**. Verizon shall permit MCIm to access the NID at the customer premises as required for the deployment of Advanced Services. 4.2.9 **Compliance with Industry Standards**. Verizon shall adopt and comply with all applicable national and international industry standards, including those adopted and amended from time to time by ANSI and ITU respectively, for the provision of advanced services. 4.2.10 **Spectral Compatibility**. Verizon shall not unilaterally determine which advanced services technologies MCIm may deploy, nor will Verizon have unfettered control over spectrum management standards and practices. The Parties shall employ a spectral compatibility process to minimize interference and crosstalk, and to manage the deployment of advanced services in the network. This process must be employed in a competitively neutral manner between Verizon's retail service offering and MCIm's or any third party's service offerings, to allow the widest possible deployment of DSL services and other advanced services. 4.2.10.1 **Spectral Compatibility Standards**. The Parties shall use spectral compatibility standards, as they become defined by industry standards bodies, such as the T1E1.4 working group of the ANSI, to minimize interference and crosstalk. 4.2.10.2 **Advanced Services Acceptable for Deployment**. Any DSL services and other advanced services technologies that comply with existing and future industry standards are presumed acceptable for deployment. Any DSL services and other advanced services technologies which have been or are successfully deployed by any carrier without significantly degrading the performance of other services, or have been approved by the FCC, or any state commission, or an industry standards body, are presumed acceptable for deployment. 4.2.11 **Spectrum Management**. The Parties shall use spectrum management to manage the deployment of DSL services and other advanced services in the network.	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		4.2.11.1 **Spectrum Management Procedures**. If Verizon has pre-existing spectrum management procedures, Verizon shall provide MCIm a copy of these procedures no later than 10 days after the Effective Date. If Verizon has no pre-existing procedures then, no later than 30 days after MCIm's written request, Verizon and MCIm shall begin development of spectrum management procedures and policies. These spectrum management procedures should comply with national standards and Applicable Law. If the development of these procedures is not completed within six months after MCIm's written request to develop these procedures, Verizon and MCIm will jointly seek expedited resolution by the Commission of all remaining issues. 4.2.11.2 **Binder Group Management**. Assignment of DSL services and other advanced services shall be on a Non-Discriminatory basis within and among Binder Groups; provided that no assignment of DSL services and other advanced services requested by MCIm will be made to a Binder Group containing AMI T1s without the prior written consent of MCIm. Verizon shall discontinue the deployment of AMI T1s and replace them, at no additional cost to MCIm, with non-interfering technologies. Verizon shall effectively manage AMI T1 systems to provide the maximum number of Binders Groups for DSL services and other advanced services deployment while AMI T1 systems are migrated to non-interfering technologies. Verizon shall not assign AMI T1s to Binder Groups containing other non-interfering technologies. As newer copper technologies that cause less interference are developed, Verizon shall develop a plan to migrate to these newer technologies. 4.2.11.3 **Elimination of Interfering Technologies**. Verizon: (i) may not add or deploy new AMI T1s (or their equivalent); (ii) must begin to remove and phase out the use of existing Disturbers; and (iii) must remove existing AMI T1s when they are in conflict with the deployment of DSL services and other advanced services by MCIm. Assignments or rearrangements to designated Binder Groups will be made so that the fill rate of the Binder Groups reflects the industry standards for such services. Verizon shall not deny any request for DSL services and other advanced services due to spectral interference unless all AMI T1s have been assigned or rearranged to designated Binder Groups and the Binder Groups reflect efficient fill rates. 4.2.12 **Denial of DSL Services and Other Advanced Services** 4.2.12.1 Verizon shall not deny MCIm's request to deploy DSL services and	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		other advanced services unless it demonstrates to the Commission that deployment of the particular technology will significantly degrade the performance of other DSL services and other advanced services or traditional voice band services. Verizon must make this demonstration using quantifiable data and information. 4.2.12.2 If Verizon rejects an MCIm request for the provision of DSL services and other advanced services, Verizon shall (i) disclose all information related to the rejection; (ii) provide MCIm in writing with the specific reason for the rejection; and (iii) disclose the number of Loops using DSL services and other advanced services technology within a Binder Group and the type of technology deployed on those Loops, and (iv) provide information on the entire cable assignment. 4.2.12.3 If Verizon claims a service is significantly degrading the performance of other DSL services or other advanced services or traditional voice band services, Verizon shall notify MCIm and allow MCIm a reasonable opportunity to correct the problem. Any claims by Verizon of network harm must be supported with specific and verifiable supporting information. 4.2.13 **Intentionally Left Blank** 4.2.14 **Intentionally Left Blank** * * * * **4.4 Loop Feeder** 4.4.1 Definition. "Loop Feeder" is the Network Element that provides connectivity between (i) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (ii) a Loop Concentrator/Multiplexer in a remote terminal and a termination point appropriate for the media in a Central Office. 4.4.2 Requirements - Loop Feeder 4.4.2.1 Verizon shall provide MCIm physical access to the FDI and the right to connect MCIm-provided Loop Feeder to the FDI. 4.4.2.2 The physical medium of the Loop Feeder may be copper twisted pair,	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		or single or multi-mode fiber or other technologies as designated by MCIm. Upon MCIm's request, Verizon shall provide MCIm a copper twisted pair Loop even in instances where the medium of the Loop Feeder for services that Verizon offers is other than a copper facility. 4.4.2.3 The Loop Feeder provided by Verizon must be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals, or analog radio frequency signals as appropriate. 4.4.2.4 Verizon shall provide appropriate power for all active elements in the Loop Feeder. Verizon shall provide appropriate power from a Central Office source, or from a commercial AC source with rectifiers for AC to DC conversion, and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal. **4.4.3 Intentionally Left Blank** 4.4.4 Additional Technical Requirements - DS1 Conditioned Loop Feeder. In addition to the requirements set forth in Section [4.4] above, MCIm may designate that the Loop Feeder be conditioned to transport a DS1 signal. 4.4.5 Additional Technical Requirements - Optical Loop Feeder. In addition to the requirements set forth in Section [4.4.2] above, MCIm may designate that the Loop Feeder will transport DS3 and OCn. 4.4.6 Interface Requirements - Loop Feeder 4.4.6.1 The Loop Feeder Point of Termination (POT) within a Verizon Central Office will be as follows: 4.4.6.1.1 Copper twisted pairs must terminate on the MDF; 4.4.6.1.2 DS1 Loop Feeder must terminate on a DSX1, DCS1/0 or DCS3/1; and 4.4.6.1.3 Fiber Optic cable must terminate on a LGX. **4.5 Distribution** **4.5.1 Definition.** "Distribution" provides connectivity between the NID	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		component of Loop Distribution and the terminal block on the End User-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a Verizon Central Office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated (home run); and (iii) interfaced (cross-connected). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses IDLC or other pair-gain technology necessarily uses the interfaced approach. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device (green box) or in a vault or manhole. The Distribution may be one or a combination of: copper twisted pair, coax cable, single or multi-mode fiber optic cable, or other technologies. Upon MCIm's request, Verizon shall provide MCIm a copper twisted pair Distribution even in instances where the Distribution for services that Verizon offers is other than a copper facility. 4.5.2 Requirements - Distribution. Verizon shall provide MCIm with Distribution that satisfies the following requirements: 4.5.2.1 Distribution must be capable of transmitting signals for the following services (as requested by MCIm): 4.5.2.1.1 Two-wire & four-wire analog voice grade Loops; 4.5.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL, and DS1-level signals. 4.5.2.2 Distribution must transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones. 4.5.2.3 Distribution must support functions associated with provisioning, maintenance and testing of the Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		Elements with which it is associated. 4.5.2.4 Where Technically Feasible, Distribution must provide performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements with which it is associated. 4.5.2.5 Verizon shall provide MCIm with physical access to, and the right to connect to, the FDI. 4.5.2.6 Verizon shall offer, at MCIm's sole discretion, Distribution together with, and separately from, the NID component of Distribution. 4.5.3 Additional Requirements - Special Copper Distribution In addition to Distribution that supports the requirements in Section [4.5.2] above, MCIm may designate Distribution to be copper twisted pair unfettered by any intervening equipment (e.g., filters, loading coils, range extenders) so that MCIm can use these facilities for a variety of services by attaching appropriate terminal equipment. 4.5.4 Additional Requirements - Fiber Distribution. In addition to the requirements set forth in Section [4.5.2], MCIm may designate fiber optic cable Distribution that is capable of transmitting signals for the following services: 4.5.4.1 DS3 rate service; 4.5.4.2 Optical SONET OCn; and 4.5.4.3 Analog Radio Frequency based services. 4.5.5 Additional Requirements - Coaxial Cable Distribution. In addition to the requirements set forth in Section [4.5.2], MCIm may designate coaxial cable (coax) Distribution that is capable of transmitting signals for the following services: 4.5.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mbps and 45 Mbps and 4.5.5.2 Analog Radio Frequency based services.	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		* * * * 4.8 **Central Office Connections**. Verizon shall provide and be responsible for all necessary or appropriate connections within its Central Offices or Wire Centers on its side of the demarcation point for each unbundled Network Element. [Agreed] * * * * **Section 6. Packet Switching/DSLAMs** 6.1 "Packet Switching" means the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to: 6.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); 6.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; 6.1.3 The ability to extract data units from the data channels on the loops; and 6.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. 6.2 Verizon shall provide Non-Discriminatory access to Packet Switching where each of the following conditions is satisfied: 6.2.1 Verizon has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier (IDLC) or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		6.2.2 There are no spare copper loops capable of supporting the DSL services MCIm seeks to offer; 6.2.3 Verizon has not permitted MCIm to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIm obtained a virtual collocation arrangement at these subloop interconnection points; and 6.2.4 Verizon has deployed packet switching capability for its own use.	
IV-15	Should the Interconnection Agreement contain a provision setting forth Verizon's obligation to provide unbundled network elements, including all the features, functions, combinations, and capabilities, the provision of which is Technically Feasible?	Attachment III, Section 1.1 Section 1. Introduction 1.1 Verizon shall provide unbundled Network Elements in accordance with this Agreement and Applicable Law. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCIm may order Network Elements as of the Effective Date. The obligations set forth in this Attachment III shall apply to such Network Elements: (i) available when this Agreement becomes effective; (ii) that subsequently become available; and (iii) in all cases to those features, functions, Combinations, and capabilities, the provision of which is Technically Feasible at such time as they are incorporated in unbundled Network Elements offered by Verizon.	UNE Attachment See Verizon contract language, Sections 1.1.-1.7, in support of Issue III-6
IV-16	Should the Interconnection Agreement include provisions specifying that Verizon shall permit WorldCom to connect its facilities or facilities provided to WorldCom by third-parties with each of Verizon's unbundled Network Elements at those generic points within Verizon's network designated within this Agreement or as a result of the Bona Fide Request ("BFR") process?	**RESOLVED**	
IV-17	Should the ICA contain a provision establishing a Bona Fide Request (BFR) Process for Further Unbundling? Should that provision: (1) define the requests subject to the BFR process and obligate Verizon to promptly analyze and consider such requests; (2) specify the form and content of such requests; (3) permit WorldCom to cancel such requests at any time (subject to certain expenses), and obligate Verizon to provide WorldCom with	**RESOLVED**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	weekly status reports; (4) obligate Verizon to provide a preliminary analysis of the request within 15 days, and define Verizon's permissible substantive responses in its preliminary analysis; (5) provide various ways in which WorldCom may respond to the preliminary analysis within 10 days if that analysis concludes that various forms of further testing are required to determine technical feasibility; (6) obligate Verizon to shorten its response time by utilizing information from previously developed BFRs; (7) specify WorldCom's options in responding to a preliminary analysis within 10 days if that analysis confirms that Verizon will offer the BFR and identifies the date on which Verizon will make a BFR Price Proposal; (8) state that the pricing of a BFR Item will be governed by Applicable Law, absent agreement; (9) obligate WorldCom to place an order for the BFR Item within 90 days after its receipt of a BFR Price Proposal or to seek arbitration or mediation before the Commission, and authorize Verizon to treat the BFR as cancelled if WorldCom fails to do so; and (10) permit a Party to seek mediation or arbitration by the Commission if it believes the other Party is not acting in good faith?		
IV-18	Should the Interconnection Agreement specify the functionality provided by multiplexing/concentrating equipment and the associated technical and interface requirements?	Attachment III, Sections 4.6 et seq. **4.6 Loop Concentrator/Multiplexer** 4.6.1 Definition. The Loop Concentrator/Multiplexer is the Network Element that does one or more of the following: (a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (c) aggregates a specified number of signals or channels to fewer channels (concentrating); (d) performs signal conversion, including encoding of signals (e.g., analog to	UNE Attachment See Verizon contract language, Sections 1.1-1.7, in support of Issue III-6. 10. Unbundled Interoffice Facilities Subject to the conditions of Section 1, where facilities are available, at **CLEC's request, Verizon shall provide **CLEC with interoffice transmission facilities (" OF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that **CLEC also purchases unbundled Local Switching capability from Verizon in accordance with Section 9 of this Attachment.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		digital and digital to analog signal conversion); or (e) in some instances performs electrical to optical (E/O) conversion. 4.6.2 The Loop Concentrator/Multiplexer function may be provided through an Integrated Digital Loop Carrier (IDLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated. 4.6.3 Technical Requirements - Loop Concentrator/Multiplexer. Verizon shall provide MCIm with Loop Concentrator/Multiplexers that satisfy the following requirements: 4.6.3.1 The Loop Concentrator/Multiplexer must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability): 4.6.3.1.1 two-wire & four-wire analog voice grade Loops; 4.6.3.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL, and DS1 & DS3-level signals; 4.6.3.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24); 4.6.3.2 The Loop Concentrator/Multiplexer must perform the following functions as appropriate: 4.6.3.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals; 4.6.3.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1, DS3, or optical SONET rates) for transport through the Loop Feeder facilities; and 4.6.3.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder (the concentration ratio to be specified by MCIm).	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		4.6.3.3 Verizon shall provide power for the Loop Concentrator/Multiplexer, through a non-interruptible source if the function is performed in a Central Office, or from a commercial AC power source with battery backup if the equipment is located outside a Central Office. 4.6.4 Requirements - Intelligent Loop Concentrator/ Multiplexer. Where available, Verizon shall provide MCIm with Intelligent Loop Concentrator/Multiplexers that satisfy the following requirements: 4.6.4.1 The Intelligent Loop Concentrator/Multiplexer (IC/M) must provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate. 4.6.4.2 The underlying equipment that provides such IC/M function must continuously monitor protected circuit packs and redundant common equipment. 4.6.4.3 The underlying equipment that provides such IC/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation. 4.6.4.4 The underlying equipment that provides such IC/M function must be equipped with a redundant power supply or a battery back-up. 4.6.4.5 At MCIm's option, Verizon shall provide MCIm with Real Time performance monitoring and alarm data on IC/M elements that may affect MCIm's traffic. This includes, but is not limited to, IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function. 4.6.4.6 At MCIm's option, Verizon shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation. 4.6.5 Interface Requirements - Loop Concentrator/ Multiplexer. As appropriate for the configuration that MCIm designates, any Loop Concentrator/Multiplexer provided by Verizon (including Intelligent Loop Concentrator/Multiplexers) must meet the following interface requirements:	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		4.6.5.1 The Loop Concentrator/Multiplexer must provide an analog voice frequency copper twisted pair interface at the serving Wire Center. 4.6.5.2 The Loop Concentrator/Multiplexer must provide digital four-wire electrical interfaces at the serving Wire Center. 4.6.5.3 The Loop Concentrator/Multiplexer must provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OCn (where n is defined pursuant to the applicable technical reference). 4.6.5.4 The Loop Concentrator/Multiplexer must provide the Bellcore GR-303 DS1 level interface at the serving Wire Center, where available. 4.6.5.5 The Loop Concentrator/Multiplexer must provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by MCIm. **[Alternatively, WorldCom proposed to Verizon during the mediation the following to which WorldCom and BellSouth have already agreed]** 4.18 Loop Concentrator 4.18.1 Definition. The Loop Concentrator is the Network Element that does one or more of the following: (a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (c) aggregates a specified number of signals or channels to fewer channels (concentrating); (d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or (e) in some instances performs electrical to optical (E/O) conversion. 4.18.1.1 The Loop Concentrator function may be provided through an Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated. 4.18.2 Technical Requirements - Loop Concentrator. Verizon shall provide	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		MCIm with Loop Concentrators that satisfy the following requirements: 4.18.2.1 The Loop Concentrator must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability to its subscriber.): 4.18.2.1.1 two-wire & four-wire analog voice grade Loops; 4.18.2.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, and DS1-level signals; 4.18.2.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24); 4.18.2.1.4 DSL and DS3 rate, where available; 4.18.2.2 The Loop Concentrator must perform the following functions as appropriate: 4.18.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals; 4.18.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1 and DS3 where available) for transport through the Loop Feeder facilities; and 4.18.2.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder. (The concentration ratio to be specified by MCIm). 4.18.2.3 Verizon shall provide power for the Loop Concentrator , through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated herein. 4.18.2.4 The Loop Concentrator shall be provided to MCIm in accordance with the Technical References provided in Appendix 1. 4.18.3 Requirements - Loop Concentrator/ Multiplexer. Verizon shall provide	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		MCIm with Loop Concentrator/Multiplexers that satisfy the following requirements: 4.18.3.1 The Loop Concentrator/Multiplexer (C/M) must provide facility test functions, format conversion and signaling conversion as appropriate. 4.18.3.2 The underlying equipment that provides such C/M function must continuously monitor protected circuit packs and redundant common equipment. 4.18.3.3 The underlying equipment that provides such C/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation. 4.18.3.4 The underlying equipment that provides such C/M function must be equipped with a redundant power supply or a battery back-up. 4.18.3.5 At MCIm's option, Verizon shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation. 4.18.4 Interface Requirements - Loop Concentrator . The Loop Concentrator shall meet the following interface requirements, as appropriate for the configuration that MCIm designates: 4.18.4.1 The Loop Concentrator shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Appendix 1. 4.18.4.2 The Loop Concentrator shall provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Appendix 1. 4.18.4.3 Upon request from MCIm, Verizon shall, in cooperation with MCIm, use its best efforts to operationalize access to an optical loop concentrator, and such concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Appendix 1. The rates for optical loop concentrator shall be determined in accordance with	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		Attachment 1 of this Agreement. 4.18.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. Loop Concentrator shall provide Bellcore TR-008 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the references in Appendix 1.	
IV-19	Should the Interconnection Agreement provide detailed terms specifying the means of access to, and technical and interface requirements for, the network interface device?	Attachment III, Sections 4.7 et seq. 4.7 **Network Interface Device** 4.7.1 **Definition.** "Network Interface Device" or (NID) includes any means of interconnection of customer premises wiring to Verizon's Distribution plant, such as a cross connect device used for that purpose. 4.7.2 Verizon shall permit MCIm to connect MCIm's loop facilities to the on-premises wiring of a customer through Verizon's NID in the manner set forth in Section [4.7.3] or in any other Technically Feasible manner. 4.7.3 **Access to Network Interface Device** 4.7.3.1 Due to the wide variety of NIDs utilized by Verizon (based on customer size and environmental considerations), MCIm may access the customer's inside wire by any of the following means: 4.7.3.1.1 Verizon shall allow MCIm to connect its loops directly to Verizon's multi-line residential NID enclosures that have additional space and are not used by Verizon or any other Telecommunications Carrier to provide service to the premise. MCIm agrees to install compatible protectors and test jacks, to maintain the protection system and equipment. 4.7.3.1.2 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or 4.7.3.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID	See Verizon contract language in support of Issue III-11.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		enclosures; or 4.7.3.1.4 Request Verizon to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., MCIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party. 4.7.3.2 In no case shall MCIm remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors. 4.7.3.3 Due to the wide variety of NID enclosures and outside plant environments, Verizon will work with MCIm to develop specific procedures to establish the most effective means of implementing this Section [4.7.3]. 4.7.4 **Technical Requirements** 4.7.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Verizon's facilities, for the distribution media and/or cross connect to MCIm's NID, and shall maintain a connection to ground. 4.7.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's NID, consistent with the NID's function at the Effective Date of this Agreement. 4.7.4.3 Where a Verizon NID exists, it is provided in its "as is" condition. MCIm may request that Verizon do additional work to the NID in accordance with Section [4.7.3.1.4]. **[Alternatively, WorldCom proposed to Verizon during mediation the following language, to which WorldCom and BellSouth have already agreed.]** 4.17 Network Interface Device 4.17.1 Definition: 4.17.1.1 The Network Interface Device (NID) is a single-line termination	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections. 4.17.2 With respect to multiple-line termination devices, if MCIm requests Verizon to install the NID, MCIm shall specify the quantity of NID connections it requires within such device. 4.17.3 Figure 1 shows an example of one type of a NID. Figure 1 - Network Interface Device 4.17.4 Technical Requirements 4.17.4.1 The Verizon Network Interface Device shall provide a clean, accessible point of connection for the inside wiring for MCIm's Distribution Media via MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below. 4.17.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCIm's Distribution Media via MCIm's NID. 4.17.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground. 4.17.4.4 The NID shall be capable of withstanding all normal local environmental variations. 4.17.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		4.17.4.6 Verizon shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution. 4.17.4.6.1 MCIm may connect its NID to the customer interface of Verizon's NID. 4.17.5 Interface Requirements - Network Interface Device 4.17.5.1 Where deployed the NID will be the interface to End Users' premises wiring for all Loop technologies. 4.17.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. Verizon shall allow MCIm to directly connect MCIm's Distribution Media to a Verizon NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting Verizon's Distribution Media and attaching MCIm's Distribution Media to the NID. Where MCIm disconnects Verizon's Distribution Media, MCIm shall ground Verizon's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCIm customer reverts to Verizon, Verizon shall disconnect MCIm's Distribution Media only under these same terms and conditions. MCIm shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCIm shall assume full liability for its actions and for any adverse consequences that could result. MCIm's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.	
IV-20	Should the Interconnection Agreement contain detailed terms setting forth the availability of unbundled local switching (including all features, functions, and capabilities of the switch), as well as detailed descriptions of the daily usage tapes, billable events records, specialized routing, mechanized loop testing, maintenance and repair processes, access to 911 service, and interface requirements (including ISDN) associated with unbundled switching?	**RESOLVED**	
IV-21	Should the Interconnection Agreement include detailed provisions regarding the availability of unbundled shared and dedicated transport including a definition thereof, the	Attachment III, Sections 9 et and 10 et seq. **Section 9. Shared Transport** [Section 9 et seq. – agreed to]	See Verizon contract lan; uage, Sections 1.1-1.7, in support of Issue III-6. See also Verizon c ontract language in support of Issue IV-18.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).